



LEGAL ADVERTISEMENT & NOTICE

**REQUEST FOR PROPOSAL
FORT SMITH CONVENTION CENTER MANAGEMENT
CITY OF FORT SMITH, ARKANSAS**

The City of Fort Smith is seeking proposals from qualified entities interested in entering into an agreement for operation and management of the Fort Smith Convention Center.

It is the intent of the City to execute an agreement with the selected firm by December 31, 2019. The term of the agreement will be at least two (2) years with up to three optional one (1) year extensions. If a respondent proposes significant capital investment in the facility, a commensurate term of agreement will be considered.

Sealed Requests for Proposals shall be received by the Purchasing Manager of the City of Fort Smith until **2:00 PM, local time, October 22, 2019**, at:

623 Garrison Avenue, Room 512, Fort Smith, Arkansas.

All proposals shall be submitted in accordance with the Request for Proposal ("RFP") which is available on the City's website at www.fortsmithar.gov or may be obtained during normal business hours (Monday – Friday, 8:00AM to 5:00PM) from:

**City of Fort Smith Purchasing Department
Attn: Alie Bahsoon, Purchasing Manager
623 Garrison Avenue, Room 512
Fort Smith, AR 72901
(479) 784-2268
purchasing@fortsmithar.gov**

CITY OF FORT SMITH
REQUEST FOR PROPOSAL NO. 6203-219-BA

RFP TITLE: Fort Smith Convention Center Management

DUE DATE/TIME: October 22, 2019 / 2:00 PM CDT

I. GENERAL

- A. The City of Fort Smith (City), an Arkansas Municipal Corporation, hereby solicits proposals from qualified entities interested in entering into an agreement for operation and management of the Fort Smith Convention Center (FSCC) as described herein.
- B. Responses to this solicitation must be received by 2:00 PM on October 22, 2019 at the Office of the Purchasing Manager, subject to the requirements and conditions of this RFP.
- C. The conduct of this procurement is subject to applicable sections of the City's Municipal Code incorporated herein by reference.
- D. City Contact:

Except for:
 - a. Communications during any pre-proposal conference conducted by the City for this solicitation;
 - b. Any related interviews initiated by the City;
 - c. Any related negotiations initiated by the City; and,
 - d. To ensure information is consistent to all prospective respondents, any direct or indirect contact with City elected officials, City appointed officials, or City staff, other than the City's Purchasing Manager related to this solicitation is strictly prohibited during this solicitation process until a contract is awarded. Upon such finding, the violating party will be deemed non-compliant and a proposal from such party will not be considered for award.
- E. A pre-proposal conference will be held on October 10, 2019 at 10:00 a.m. at the Fort Smith Convention Center, Conference Room, 55 South 7th Street, Fort Smith, AR 72901. It is not mandatory to attend the pre-proposal conference, but all prospective proposers are encouraged to attend in order to obtain additional details or to inquire for more details regarding this solicitation. Inquiries will be addressed at this meeting and any changes in the RFP will be made by written addendum, which shall be issued by the City to all prospective proposers who have expressed interest in submitting a proposal.
- F. The City intends to award to the highest ranking firm to meet its need for services based upon the criteria herein.

II. BACKGROUND

The Fort Smith Convention Center (FSCC) was first built as the Fort Smith Civic Center. It was renovated and expanded to its current footprint of 116,800 square feet of usable space, completed in 2001. It currently contains the 1,331 seat Performing Arts Center/Theater, flexible and column-free exhibit hall space, meeting rooms, rotunda event space, and outdoor courtyard & amphitheater spaces. It is located in Downtown Fort Smith and owned by the City of Fort Smith.

Prior to 2010, the FSCC was operated by the City and relied upon turnback funds from the State of Arkansas Department of Tourism to subsidize operations. The state turnback program ended in 2010, and since that time, the City has subsidized operation of the facility through the City's General Fund. The City has contracted the operation and management of the FSCC with the Fort Smith Advertising & Promotion Commission (the A&P) since 2011.

Positioned in Western Arkansas, Fort Smith is a history-rich community and continues to attract investment by emphasizing its low cost of living and high quality of life. Reinvestment in Downtown Fort Smith was prioritized in the City's 2014 update to its comprehensive plan. Many downtown properties have been improved and returned to productivity since 2014, with more projects and reinvestment on the horizon, all in the vicinity of the FSCC.

The FSCC is the only event space of its size in the region, providing a much-needed amenity to the community and surrounding areas.

III. SCOPE

A. The City's goals and objectives, as well as its expectations for the FSCC's revenue generating capacity, include but are not limited to the following:

1. Maximize the use of the FSCC and its revenue-generating capacity and return any and all profit to the City;
2. Book a broad mix of events appealing to all segments of the community;
3. Create a positive impact on the local economy and stimulate economic growth in the immediate area;
4. Staff, manage, maintain and operate the facility to the highest industry standards and in the best interest of the City;
5. Operate the facility in the public interest with complete, accurate, public financial records and business transactions;
6. Protect the City's capital investment through high quality maintenance and supervision of all building repairs as they arise;
7. Foster cooperative program initiatives jointly with the University of Arkansas-Fort Smith (UAFS); and
8. Have a mindset for community involvement/investment with local business organizations and not-for-profit organizations.

Due to the complexity and variety of expertise required, management firms may elect to team with other firms or utilize sub-contractors. The successful firm or team must have the demonstrated ability to work with City staff, community organizations, elected officials, and the general public. To receive consideration, a management firm, or its

principals, must have provided management services for at least five (5) years in like or similar publicly owned facilities.

It is the intent of the City to execute an agreement with the selected firm by December 31, 2019. The term of the agreement will be at least two (2) years with up to three optional one (1) year extensions. If a respondent proposes significant capital investment in the facility, a commensurate term of agreement will be considered.

- B. With an emphasis on fostering a strong and positive working relationship with the City's Convention and Visitors Bureau (CVB) and the governing body of the Advertising and Promotion Commission, services to be provided by the selected Management Firm shall include, but are not limited to, the following:
1. Provide services as the sole and exclusive manager and operator of the facility;
 2. Manage and operate the FSCC and contract for its use in a manner that will promote and further the goals and objectives as outlined in this Request for Proposal;
 3. Negotiate and execute contracts, use agreements, licenses and other agreements with persons who desire to schedule events, performances, telecasts, broadcasts or other transmissions in, from or to the FSCC or who desire otherwise to use, operate, or occupy the FSCC or any part thereof;
 4. Coordinate & negotiate contracts for all advertising, licensing, promotional activities, marketing, sponsorships, pricing agreements & public relations for the FSCC;
 5. Create an annual sales and marketing plan;
 6. Operate or otherwise provide for the operation of the FSCC concessions and catering for the sale of food, beverages, including alcoholic beverages, souvenirs, novelties and programs if applicable;
 7. Coordinate the efforts of all parties involved in the operation of the FSCC, and establish and maintain consistent procedures for cost estimating and reporting, maintenance and payment of invoices, including preparation of budgets and reports;
 8. Plan, coordinate and administer operation of the staff for the FSCC including but not limited to identifying, selecting and training.
 9. Coordinate the work of all parties performing work in connection with the operation of the FSCC;
 10. Monitor actual and projected operating expenses and advise the City if projected costs exceed the amounts set forth in approved budgets. The reporting cycle for annual budgets, sales & marketing plans and monthly reports will be at the direction of the City. Annual external audits will be required at the expense of the management firm due and due to the City no later than September 15th of each year. Annual budget and monthly report formatting will be at the direction of the City's Finance Department and will be subject to change with sufficient notice.
 11. Be responsible for developing and implementing procedures (including preventative and predictive maintenance procedures) reasonably designed to keep the FSCC in good order and condition, subject to ordinary wear and tear, and maintain the FSCC in such order and condition. Such procedures include but are not limited to custodial services, security services, landscaping and grounds maintenance (i.e., mowing, trimming, planting and fertilizing), maintenance of all parking lots, loading docks, and similar areas, which will be the responsibility of the Management Firm;

12. Furnish all services, personnel, materials, tools, machinery, equipment and other items necessary to accomplish the foregoing requirements;
13. Require that all persons using the FSCC or attending events therein comply with all legal requirements of all governmental authorities having jurisdiction over the FSCC; and,
14. Attend meetings of the City's Board of Directors as often as reasonably necessary to facilitate communications and coordination of the FSCC operations and activities.
15. The City will be responsible for major capital maintenance repairs/replacements such as roofs, HVAC, renovations, furnishings, paving, etc., Planning and requests for major capital work will be coordinated through the City of Fort Smith's regular infrastructure and capital improvement budgeting processes through the City Administrator's office. The City reserves the right to have the Management Firm pay, from the operating budget, for small capital improvements such as paint, carpet tile replacement, etc.

C. LIMITATIONS

1. The right to distribute and sell beer, wine and mixed drinks inside the premises of the FSCC shall be exclusive to the Management Firm, who shall ensure that all necessary permits and authorizations are in order for same.
2. The Management Firm shall obtain and maintain insurance at its own cost and expense to protect itself from claims related Worker's Compensation; from claims for damages related to bodily injury or sickness, disease, or death of any of its employees; from claims for damages because of injury to or destruction of tangible property; and from claims arising out of the performance of professional services caused by error, omissions, or negligent acts for which it is legally liable.
3. The Management Firm shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require subcontractors, if any, to maintain during the life of the subcontract, professional liability insurance in amounts of not less than \$1,000,000.
4. The Management Firm shall furnish the City with a certificate(s) of insurance showing Contractor and Subcontractors, if any, have complied with this Article. The City shall be listed on such certificates as an additional named insured party. The selected firm shall provide insurance certificates before work is to start on the projects and shall provide the City thirty (30) days written notification of cancellation of such policies.

IV. **PROPOSAL CONTENT AND SUBMISSIONS**

A. Technical Proposal Content

The respondent's Technical Proposal shall include the following items, and in the sequence presented:

1. Provide the Management Firm's profile. Describe the Management Firm's current organizational structure, legal entity status, date of incorporation, ownership, corporate office, number of years in business, services offered, operating philosophy, financial performance, personnel policies, number of total employees and employee demographics. Identify the names, titles, telephone numbers and

email addresses of individuals who are available to be contacted by the City concerning the response to this RFP and for additional information.

2. Provide the names of key personnel who will be assigned to work on the project. For each person listed, a description of experience, areas of competence and percent of time assigned to the project shall be provided. A specific format for this information is not required but should be limited to one page with the most current information listed first.
 - a. Include the name(s), backgrounds, and experience of the person or persons who will be responsible for the day to day administration of the FSCC.
 - b. If the Management Firm intends to use subcontractors to assist in the work, the responsibilities of each firm and their credentials should be described (Drayage, Food Services, etc.). For each subcontractor, the Management Firm should identify similar work performed as well as the availability, number, and qualifications of those individual staff members who have performed that work and who will be working at the FSCC.
 - c. Include the names of individuals involved in the preparation of the proposal along with their relationship to the Management Firm.
3. Provide a comprehensive list of similar facilities currently operated by the Management Firm. Include name, physical address, constructed value, and type of facility, plus the name, title, address, telephone number and email address of the client contact or contract administrator, along with the following information:
 - a. A description of the contracted work should include a detailed summary of the Management Firm's responsibilities at each similar facility.
 - b. Provide dates (month/year) contract was issued and the term.
 - c. Describe or explain any interruptions in contract performance, if applicable.
 - d. Provide comprehensive information for one (1) facility, presently operated and managed by the Management Firm which is most comparable to the FSCC.
 - i. The description should explain the approach and methods used by the Management Firm in relation to management of the similar facility.
 - ii. The Management Firm should provide a list of the services provided at the comparable facility and note differences from those listed in the Level of Services section of this document.
4. Provide a proposed organizational chart for the facility showing the hierarchical structure (e.g. divisions, departments, manager titles and worker classifications).
 - a. The chart should show the direct reporting relationships of the facility to the City or to other contracting entity. The chart should include and identify all subcontractors. NOTE: services provided by personnel may include parking staff, box office staff, traffic control, police officers, emergency medical technicians, etc. temporarily hired for special events. Name, address, and

Arkansas registration (if applicable) of the professional responsible for and in direct charge of the work.

- b. Staffing plan: provide the listing of the qualifications, number and titles of all full-time employees expected to be used in the operation of the facility. Note which of these positions the Management Firm will not directly employ, if any.
 - i. Management Firm shall include a summary of the experience and demonstrated technical competence of the Event Manager, Facility/Operations Manager, Public Relations Manager, and any other key personnel.

5. Provide a description and name of a minimum of five past contracts similar to the scope herein that have been completed by the firm including the name, telephone number, and email address of the contact person for each project.

6. Provide a Cost Proposal. See Section B below.

B. Cost Proposal Content

The cost proposal will be used in the evaluation of the RFP. The cost proposal must be submitted with the technical proposal and contain the following.

1. Direct costs
2. Indirect costs
3. Labor (hours) by major tasks
4. Materials
5. Equipment
6. Subconsultants, if any
7. Any other proposed costs that may be incurred by the City.

C. Draft Professional Services Agreement

The proposal will include a proposed draft of the agreement to be entered for the proposed services, including a proposed term for such an agreement. Such proposed draft agreement may be used, in whole or in part, to create a mutually acceptable agreement with the city for this project.

D. ALTERNATIVE PROPOSAL for purchase or long-term lease of the facility

Alternative proposals that include the outright purchase (or long-term lease) and continued operation of the real property containing the FSCC may be considered. Although the city's intent through this Request for Proposals is to maintain ownership of the facility and contract for its operation, the city recognizes that some service providers may prefer to own the facility and provide for its operation on their own. If such Alternate Proposal is made, the city may evaluate negotiating the details of such Alternate Proposal with the respondent.

E. PROPOSAL SUBMISSIONS

Proposals are due on October 22, 2019. Interested parties shall submit one (1) unbound hard copy and six (6) bound hard copies of the proposal that includes all information in

the format outlined in this Request for Proposals (RFP). Hard copy proposals and supporting documentation must be submitted in a sealed package/envelope labeled "FSCC Management". Facsimile copies will not be accepted. Proposers may choose to provide additional sets of the proposal submitted and/or supplemental information if and when invited to do so for presentation purposes.

Proposals shall be delivered to the City on or before:

October 22, 2019

2:00 PM Central Time

Deliver To: Mr. Alie Bahsoon, Purchasing Manager
City of Fort Smith
623 Garrison Avenue, Suite 512
Fort Smith, AR 72901

Submitted proposals should follow all instruction requirements listed in this RFP document. The City assumes no responsibility for the delivery of mail or courier services and is not responsible for the failure of proposals to be received by the required time. The receipt date and time are absolute. Late proposals will not be accepted.

During the evaluation process, the City reserves the right, where it may serve the City's best interests, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. The City reserves the right to retain all proposals submitted and to retain any ideas in a proposal regardless of whether a proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained within the Request for Proposals document.

V. PROPOSAL SELECTION CRITERIA

A. Evaluation of the proposals determined to be responsive to the submittal requirements will be conducted by a Selection Advisory Committee.

	EVALUATION CRITERIA	Points
1.	Technical approach to the Project	15
2.	Qualifications/competence of project team members to perform project	20
3.	Capacity and capability of the firm to perform the project, and to do so in a timely manner	15
4.	Management structure and approach to the project including timeline, task breakdowns and assignments	15
5.	Performance of the firm with previous clients, based upon quality of the work, control of costs, ability to meet schedules or deadlines, and responsiveness to the client.	20
6.	Cost	15
	Total	100

- B. Should it be determined that there is a need for interviews to be conducted, the highest-scoring respondent and respondents within ten (10) percent of the highest-scoring respondent will be interviewed. The Purchasing staff will coordinate with the qualifying interviewees as to the time, date, and location for the interviews, and the time allowed for each interview. Interviews will be closed to any persons not representing the interviewee. At the conclusion of all interviews, each Selection Advisory Committee member shall freshly score each interviewee in accordance with the RFP criteria, and the scores will be added to the previous scores of the interviewees to arrive at a composite score.
- C. Preference for Fort Smith, Arkansas resident businesses/contractors. Respondents seeking a local 5% preference pursuant to Fort Smith Municipal Code must qualify for such preference according to the provisions of the code.
- D. Upon completion of the evaluation process, a recommendation for award of contract(s) will be issued by the evaluation committee to the Board of Directors for review and approval. Contract(s) will have been negotiated prior to the committee's recommendation and may follow the format of the proposed Agreement or a mutually acceptable agreement provided by the city.
- E. This RFP does not represent a commitment or offer by the City to enter into an agreement with a respondent or to pay any costs incurred in the preparation of a response to this RFP. The City has sole discretion and reserves the right to reject any and all responses received with respect to this RFP and to cancel the RFP at any time prior to entering into a formal agreement. The City also reserves the right to seek new proposals when such a request is in the best interest of the City and to reasonably request additional information or clarification of information provided in the response without changing the terms of the RFP. Further, the City is not responsible for any expenses that proposers may incur in preparing and submitting proposals requested by this RFP, including but not limited to costs associated with travel, accommodations, interviews or presentations of proposals.